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DECISION



**THE COMPTROLLER GENERAL
OF THE UNITED STATES
WASHINGTON, D.C. 20548**

B-187548
Protest

FILE: B-187548

DATE: December 23, 1976

MATTER OF: Indian Development District of Arizona, Inc.

SIGEST:

1. Protest that successful contractor was not responsible and agency may have been biased submitted more than 10 working days after debriefing is untimely under Bid Protest Procedures requiring filing within 10 working days of the date basis for protest was known.
2. Untimely protest that contractor was improperly determined responsible and agency may have been biased does not present significant issues within meaning of Bid Protest Procedures, 4 C.F.R. part 20 (1976), so as to warrant consideration of its merits.

By letter dated September 27, 1976, the Indian Development District of Arizona, Inc. (IDDA), protested the award of a contract to the Indian Enterprise Development Corporation (IEDC) under request for proposals 6-5737, issued by the Department of Commerce (Commerce).

Commerce reports that it notified unsuccessful offerors of the award to IEDC by letter of July 12. By letter dated July 15, IDDA acknowledged receipt of the notification and requested a debriefing concerning the reasons its proposal was not accepted. This debriefing was held on August 27. At that time, Commerce indicates that IDDA's Executive Director was given a copy of our Bid Protest Procedures (Procedures) and cautioned to file any protest within 10 working days of that date.

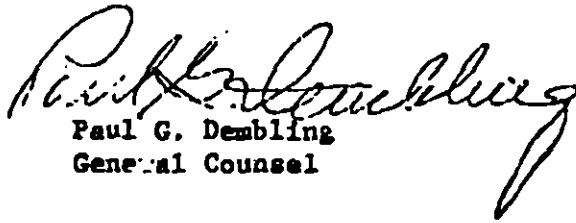
IDDA's protest letter was not received at our Office until September 30, or well after the allotted 10-day period. Section 20.2(b)(2) of our Procedures, 4 C.F.R. part 20 (1976), requires that protests be filed within 10 days of the date the basis for protest was known or should have been known, whichever is earlier.

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IDDA recognizes that its protest is untimely, but believes it should be considered pursuant to section 20.2(c) which affords the Comptroller General the authority to consider untimely protests when they present an issue significant to procurement law. IDDA's initial letter concerned the determination that IEDC was a responsible firm and suggested possible bias by the procuring officials. Since there was a possibility that the second of these issues may have been significant, further information was requested from IDDA. No new allegations were mentioned in IDDA's additional information and the details of the allegation did not raise any different contention.

We have defined "significant issues" to be those which present novel or innovative issues of widespread interest to the procurement community. 52 Comp. Gen. 20 (1972). The essence of a significant issue touches the heart of the competitive process. Willamette-Western Corporation, 54 Comp. Gen. 375 (1974), 74-2 CPD 259. In this light, we do not believe the issues raised are significant.

Therefore, the protest will not be considered on its merits.


Paul G. Dembling
General Counsel